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UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

ELECTRICAL INDUSTRY SERVICE  
BUREAU, INC.; NORTHERN  
CALIFORNIA ELECTRICAL WORKERS  
PENSION TRUST; SAN FRANCISCO  
ELECTRICAL INDUSTRY  
APPRENTICESHIP AND TRAINING  
TRUST; ELECTRICAL WORKERS  
HEALTH AND WELFARE TRUST;  
NATIONAL ELECTRIC BENEFIT FUND;  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL 6  
VACATION FUND; INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL  
WORKERS LOCAL 6; and TIM  
DONOVAN as Trustee of each of the  
Plaintiff Trust Funds except the National  
Electrical Benefit Fund and as agent for  
Plaintiff National Electrical Benefit Fund,

Plaintiffs,

v.

BEAMAN'S, INC., a California corporation;

Defendant.

Case No. 12-cv-05662 JST

STIPULATION AND ~~PROPOSED~~  
CONTINGENT ORDER OF DISMISSAL

The parties hereto stipulate as follows:

1. The parties have reached agreement to settle this case under the terms and

NEYHART,  
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GROSBOLL  
ATTORNEYS AT LAW

conditions specified in the Settlement Agreement, attached hereto as Exhibit A.

2. The settlement involves payment of consideration over time.

3. If the settlement payments are not made in a timely fashion or if the Settlement Agreement is otherwise breached, Plaintiffs can file the Stipulation for Entry of Judgment attached hereto as Exhibit B. The Court shall then Order the Entry of Judgment. Plaintiffs have agreed not to file the Stipulation for Entry of Judgment if the Settlement Agreement is complied with in full.

4. The parties agree that Plaintiffs may reopen the matter by filing the Stipulation for Entry of Judgment at any time prior to September 1, 2013, if Defendant fails to pay the consideration due or otherwise violates the terms and conditions of the Settlement Agreement.

IT IS SO STIPULATED.

Dated: 3/12/13

BEAMAN'S, INC.

By: [Signature]

DENIS H. BEAMAN

Its: R.E.O.

Dated: 3/14/2013

ELECTRICAL INDUSTRY SERVICE BUREAU

By: [Signature]

JUDITH FISHER

Its: CAO

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1 Respectfully Submitted,

2 Dated: 3.13.2013

NEYHART, ANDERSON, FLYNN & GROSBOLL

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4 By: 

EILEEN M. BISSEN  
Attorney for Plaintiffs

6 OLES MORRISON RINKER & BAKER, LLP

7 Dated: 03-12-2013  
8 By: 

CATHERINE W. DELOREY  
Attorneys for Defendant

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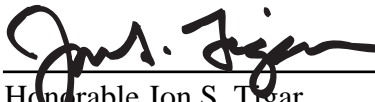
~~PROPOSED~~ ORDER

The parties hereto, having advised the Court that they have agreed to a settlement of this action,

IT IS HEREBY ORDERED that this action is dismissed; however, if Plaintiffs certify to this Court, with proof of service of a copy thereon on the Defendant or its counsel, on or before September 1, 2013, that the agreed consideration for the settlement has not been paid or the Settlement Agreement has otherwise been breached, the foregoing Order shall be vacated by this Court and this action shall forthwith be restored to the calendar. Plaintiffs may then file the Stipulation for Entry of Judgment referred to in the above stipulation and proof of payments made by Defendant and reasonable attorneys' fees and costs incurred by Plaintiffs. Judgment will then be entered forthwith.

IT IS SO ORDERED.

Dated: March 28, 2013

  
Honorable Jon S. Tigar  
United States District Judge

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ANDERSON,  
FLYNN &  
GROSBOLL  
ATTORNEYS AT LAW